

# **EXHIBIT 29**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

DIGNA RUIZ, on behalf of herself and all  
others similarly situated,

Plaintiff,

v.

CITIBANK, N.A.,

Defendant.

**Civ. No.: 10-cv-5950 (JGK) (MHD)**

**Judge John G. Koeltl**

**Magistrate Judge Michael H. Dolinger**

FREDERICK WINFIELD, et al.,

Plaintiff,

v.

CITIBANK, N.A.,

Defendant.

**Civ. No: 10-cv-7304 (JGK) (MHD)**

**DECLARATION OF TAMOOR IJAZ**

I, Tamoor Ijaz, upon personal knowledge and under penalty of perjury, declare as follows:

1. I am a resident of the State of Virginia.
2. I was a full-time employee of Citibank, N.A. ("Citibank") in the position of Personal Banker from October 2007 to March 2010 at the Citibank branch office located at Reston, Virginia.
3. As a Personal Banker, I sold Citibank's financial products and services to new and existing consumer clients. I serviced clients by generally servicing their accounts, answering their questions.

4. I generated new business by making sales calls to prospective and existing customers, participating in marketing events and campaigns, traveling to various branches to sell Citibank product and helping other employees at the branch to identify referral opportunities.

5. Citibank defined how much each financial product was worth in terms of "sales credits." Citibank then set monthly "sales goals" for all Personal Bankers, which were the minimum number of sales credits we had to earn in a month.

6. If we did not meet our sales goals in a given month, we would be put on probation and then terminated if the goals were not met during the probationary period.

7. I was paid on an hourly basis for the entirety of the time I was employed as a Personal Bankers by Citibank.

8. From the very beginning of my employment at Citibank, I learned from my branch manager (Mr. Reza Mohsesemi) that overtime was not permitted. My branch manager also told me that this policy came from the Regional Office at Citibank.

9. I frequently worked over 40 hours per week because I could not meet my sales goals and the other demands of my job within a forty-hour work week. I had to work through my lunches and stay beyond my scheduled work hours.

10. After I learned about the overtime policy, I generally did not record overtime on my timesheets, and was not paid for my overtime hours.

11. I know my branch manager knew about the time I worked during lunch and after and before my shift because the branch manager saw me working at those times.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: 28<sup>th</sup> day of April, 2011.

  
TAMOOR IJAZ